

STATISTICAL INFORMATION ONLY: Debtor must select the number of each of the following items included in the Plan.

2 Valuation of Security

0 Assumption of Executory Contract or Unexpired Lease

0 Lien Avoidance

Last revised: September 1, 2018

**UNITED STATES BANKRUPTCY COURT
District of New Jersey**

In Re: **Felix Sementak
Alice Mary Sementak**

Case No.: 19-15941
Judge: Stacey L. Meisel

Debtor(s)

CHAPTER 13 PLAN AND MOTIONS

☐ Original
☐ Motions Included

☒ Modified/Notice Required
☐ Modified/No Notice Required

Date: 10/24/19

THE DEBTOR HAS FILED FOR RELIEF UNDER
CHAPTER 13 OF THE BANKRUPTCY CODE.

YOUR RIGHTS MAY BE AFFECTED

You should have received from the court a separate *Notice of the Hearing on Confirmation of Plan*, which contains the date of the confirmation hearing on the Plan proposed by the Debtor. This document is the actual Plan proposed by the Debtor to adjust debts. You should read these papers carefully and discuss them with your attorney. Anyone who wishes to oppose any provision of this Plan or any motion included in it must file a written objection within the time frame stated in the *Notice*. Your rights may be affected by this plan. Your claim may be reduced, modified, or eliminated. This Plan may be confirmed and become binding, and included motions may be granted without further notice or hearing, unless written objection is filed before the deadline stated in the Notice. The Court may confirm this plan, if there are no timely filed objections, without further notice. See Bankruptcy Rule 3015. If this plan includes motions to avoid or modify a lien, the lien avoidance or modification may take place solely within the chapter 13 confirmation process. The plan confirmation order alone will avoid or modify the lien. The debtor need not file a separate motion or adversary proceeding to avoid or modify a lien based on value of the collateral or to reduce the interest rate. An affected lien creditor who wishes to contest said treatment must file a timely objection and appear at the confirmation hearing to prosecute same.

The following matters may be of particular importance. Debtors must check one box on each line to state whether the plan includes each of the following items. If an item is checked as "Does Not" or if both boxes are checked, the provision will be ineffective if set out later in the plan.

THIS PLAN:

☐ DOES ☒ DOES NOT CONTAIN NON-STANDARD PROVISIONS. NON-STANDARD PROVISIONS MUST ALSO BE SET FORTH IN PART 10.

☒ DOES ☐ DOES NOT LIMIT THE AMOUNT OF A SECURED CLAIM BASED SOLELY ON VALUE OF COLLATERAL, WHICH MAY RESULT IN A PARTIAL PAYMENT OR NO PAYMENT AT ALL TO THE SECURED CREDITOR. SEE MOTIONS SET FORTH IN PART 7, IF ANY.

☐ DOES ☒ DOES NOT AVOID A JUDICIAL LIEN OR NONPOSSESSORY, NONPURCHASE-MONEY SECURITY INTEREST. SEE MOTIONS SET FORTH IN PART 7, IF ANY.

Initial Debtor(s)' Attorney **LRB**

Initial Debtor: **F S**

Initial Co-Debtor **AMS**

Part 1: Payment and Length of Plan

a. The debtor shall pay 200.00 Monthly to the Chapter 13 Trustee, starting on April 1, 2019 for approximately 60 months.

b. The debtor shall make plan payments to the Trustee from the following sources:

☒ Future Earnings

☐ Other sources of funding (describe source, amount and date when funds are available):

c. Use of real property to satisfy plan obligations:

☐ Sale of real property

Description:

Proposed date for completion: _____

☐ Refinance of real property:

Description:

Proposed date for completion: _____

☐ Loan modification with respect to mortgage encumbering property:

Description:

Proposed date for completion: _____

d. ☐ The regular monthly mortgage payment will continue pending the sale, refinance or loan modification.

e. ☒ Other information that may be important relating to the payment and length of plan:
Wells Fargo 1st Mtg gave the debtors a Trial Mod starting July thru September, 2019. In the interim the mtg was transfer to SLS, to date we have not received the Permanent Loan Modification. We have no control as to when mtg company sent us the Permanent Modification.

Part 2: Adequate Protection

☒ NONE

a. Adequate protection payments will be made in the amount of \$ ____ to be paid to the Chapter 13 Trustee and disbursed pre-confirmation to ____ (creditor).

b. Regular protection payments will be made in the amount of \$ 1142.96 to be paid directly by the debtor(s) outside the Plan, pre-confirmation to: PNC Bank (2nd mtg.) (creditor).

Part 3: Priority Claims (Including Administrative Expenses)

a. All allowed priority claims will be paid in full unless the creditor agrees otherwise:

Creditor	Type of Priority	Amount to be Paid
None		

- b. Domestic Support Obligations assigned or owed to a governmental unit and paid less than full amount:
Check one:
☒ None
☐ The allowed priority claims listed below are based on a domestic support obligation that has been assigned to or is owed to a governmental unit and will be paid less than the full amount of the claim pursuant to 11 U.S.C.1322(a)(4):

Creditor	Type of Priority	Claim Amount	Amount to be Paid
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Part 4: Secured Claims

a. Curing Default and Maintaining Payments on Principal Residence: ☒ NONE

The Debtor will pay to the Trustee (as part of the Plan) allowed claims for arrearages on monthly obligations and the debtor shall pay directly to the creditor (outside the Plan) monthly obligations due after the bankruptcy filing as follows:

Creditor	Collateral or Type of Debt	Arrearage	Interest Rate on Arrearage	Amount to be Paid to Creditor (In Plan)	Regular Monthly Payment (Outside Plan)
PNC 2nd Mtg. Marcia Holz 3rd Mtg. Note extending time to pay 4/2024	Real Estate Real Estate	1472.00	0%		1142.96 0.

b. Curing and Maintaining Payments on Non-Principal Residence & other loans or rent arrears: ☒ NONE

The Debtor will pay to the Trustee (as part of the Plan) allowed claims for arrearages on monthly obligations and the debtor will pay directly to the creditor (outside the Plan) monthly obligations due after the bankruptcy filing as follows:

Creditor	Collateral or Type of Debt	Arrearage	Interest Rate on Arrearage	Amount to be Paid to Creditor (In Plan)	Regular Monthly Payment (Outside Plan)
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c. Secured claims excluded from 11 U.S.C. 506: ☒ NONE

The following claims were either incurred within 910 days before the petition date and are secured by a purchase money security interest in a motor vehicle acquired for the personal use of the debtor(s), or incurred within one year of the petition date and secured by a purchase money security interest in any other thing of value:

Name of Creditor	Collateral	Interest Rate	Amount of Claim	Total to be Paid through the Plan Including Interest Calculation
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d. Requests for valuation of security, Cram-down, Strip Off & Interest Rate Adjustments ☐ NONE

1.) The debtor values collateral as indicated below. If the claim may be modified under Section 1322(b)(2), the secured creditor shall be paid the amount listed as the "Value of the Creditor Interest in Collateral," plus interest as stated. The portion of any allowed claim that exceeds that value shall be treated as an unsecured claim. If a secured claim is identified as having "NO VALUE" it shall be treated as an unsecured claim.

NOTE: A modification under this section ALSO REQUIRES

the appropriate motion to be filed under Section 7 of the Plan.

Creditor	Collateral	Scheduled Debt	Total Collateral Value	Superior Liens	Value of Creditor Interest in Collateral	Annual Interest Rate	Total Amount to Be Paid

2.) Where the Debtor retains collateral and completes the Plan, payment of the full amount of the allowed secured claim shall discharge the corresponding lien.

e. Surrender ☒ NONE

Upon confirmation, the stay is terminated as to surrendered collateral only under 11 U.S.C. 362(a) and that the stay under 11 U.S.C 1301 be terminated in all respects. The Debtor surrenders the following collateral:

Creditor	Collateral to be Surrendered	Value of Surrendered Collateral	Remaining Unsecured Debt
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f. Secured Claims Unaffected by the Plan ☒ NONE

The following secured claims are unaffected by the Plan:

Creditor
Ford Motor Credit

g. Secured Claims to be Paid in Full Through the Plan ☐ NONE

Creditor	Collateral	Total Amount to be Paid through the Plan

Part 5: Unsecured Claims ☐ NONE

a. **Not separately classified** allowed non-priority unsecured claims shall be paid:

- ☐ Not less than \$___ to be distributed *pro rata*
- ☐ Not less than ___ percent
- ☒ *Pro Rata* distribution from any remaining funds

b. **Separately classified unsecured** claims shall be treated as follows:

Creditor	Basis for Separate Classification	Treatment	Amount to be Paid
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Part 6: Executory Contracts and Unexpired Leases ☒ NONE

(NOTE: See time limitations set forth in 11 U.S.C. 365(d)(4) that may prevent assumption of non-residential real property leases in this Plan.)

All executory contracts and unexpired leases, not previously rejected by operation of law, are rejected, except the following, which are assumed:

Creditor Ford Motor Credit	Arrears to be Cured in Plan None	Nature of Contract or Lease Lease	Treatment by Debtor to be paid outside plan	Post-Petition Payment 350.00
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Part 7: Motions ☐ **NONE**

NOTE: All plans containing motions must be served on all potentially affected creditors, together with local form, *Notice of Chapter 13 Plan Transmittal*, within the time and in the manner set forth in D.N.J. LBR 3015-1. A *Certification of Service, Notice of Chapter 13 Plan Transmittal and valuation* must be filed with the Clerk of Court when the plan and transmittal notice are served.

a. Motion to Avoid Liens under 11 U.S.C. Section 522(f). ☒ **NONE**

The Debtor moves to avoid the following liens that impair exemptions:

Creditor	Nature of Collateral	Type of Lien	Amount of Lien	Value of Collateral	Amount of Claimed Exemption	Sum of All Other Liens Against the Property	Amount of Lien to be Avoided
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b. Motion to Avoid Liens and Reclassify Claim from Secured to Completely Unsecured. ☒ **NONE**

NONE

The Debtor moves to reclassify the following claims as unsecured and to void liens on collateral consistent with Part 4 above:

Creditor	Collateral	Scheduled Debt	Total Collateral Value	Superior Liens	Value of Creditor's Interest in Collateral	Total Amount of Lien to be Reclassified
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c. Motion to Partially Void Liens and Reclassify Underlying Claims as Partially Secured and Partially Unsecured. ☐ **NONE**

The Debtor moves to reclassify the following claims as partially secured and partially unsecured, and to void liens on collateral consistent with Part 4 above:

Creditor	Collateral	Scheduled Debt	Total Collateral Value	Amount to be Deemed Secured	Amount to be Reclassified as Unsecured

Part 8: Other Plan Provisions

a. Vesting of Property of the Estate

- ☒ Upon Confirmation
☐ Upon Discharge

b. Payment Notices

Creditors and Lessors provided for in Parts 4, 6 or 7 may continue to mail customary notices or coupons to the Debtor notwithstanding the automatic stay.

c. Order of Distribution

The Standing Trustee shall pay allowed claims in the following order:

- 1) Ch. 13 Standing Trustee Commissions
- 2) **Other Administrative Claims**
- 3) **Secured Claims**
- 4) **Lease Arrearages**
- 5) **Priority Claims**
- 6) **General Unsecured Claims**

d. Post-Petition Claims

The Standing Trustee ☒ is, ☐ is not authorized to pay post-petition claims filed pursuant to 11 U.S.C. Section 1305(a) in the amount filed by the post-petition claimant.

Part 9: Modification ☒ **NONE**

If this Plan modifies a Plan previously filed in this case, complete the information below.

Date of Plan being modified: **10/24/2019**

Explain below **why** the plan is being modified:

Wells Fargo 1st Mtg is in a temp loan modification from July thru September, 2019, mtg transfer to SLS we are just waiting for Permanent Loan mod, 2nd and 3rd mtg have been resolved.

Explain below **how** the plan is being modified:

To update on Wells Fargo Mtg modification.

Are Schedules I and J being filed simultaneously with this Modified Plan?

☐ Yes

☐ No

Part 10 : Non-Standard Provision(s): Signatures Required

Non-Standard Provisions Requiring Separate Signatures:

☒ **NONE**

☐ Explain here:

Any non-standard provisions placed elsewhere in this plan are ineffective.

Signatures

The Debtor(s) and the attorney for the Debtor(s), if any, must sign this Plan.

By signing and filing this document, the debtor(s), if not represented by an attorney, or the attorney for the debtor(s) certify that the wording and order of the provisions in this Chapter 13 Plan are identical to *Local Form, Chapter 13 Plan and Motions*, other than any non-standard provisions included in Part 10.

I certify under penalty of perjury that the above is true.

Date: 10/24/2019

/s/ Felix Semtak

Felix Semtak

Debtor

Date: 10/24/2019

/s/ Alice Mary Semtak

Alice Mary Semtak

Joint Debtor

Date 9/20/2019

/s/ Leonard R. Boyer, Esq.

Leonard R. Boyer 010241984

Attorney for the Debtor(s)

Certificate of Notice Page 8 of 9
 United States Bankruptcy Court
 District of New Jersey

In re:
 Felix Semtak
 Alice Mary Semtak
 Debtors

Case No. 19-15941-SLM
 Chapter 13

CERTIFICATE OF NOTICE

District/off: 0312-2

User: admin
 Form ID: pdf901

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 Total Noticed: 36

Date Rcvd: Oct 25, 2019

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on Oct 27, 2019.

db/jdb
 cr +Felix Semtak, Alice Mary Semtak, 67 Hepburn Road, Clifton, NJ 07012-1915
 +WELLS FARGO BANK, N.A., Phelan Hallinan & Schmieg, PC, 1617 JFK Boulevard, Suite 1400, Philadelphia, PA 19103-1814
 518139110 +American Express, c/o Nationwide Credit Co., P.O. Box 14581, Des Moines, IA 50306-3581
 518139109 +American Express, c/o Alltron Financial LP, P.O. Box 722929, Houston, TX 77272-2929
 518212118 American Express National Bank, c/o Becket and Lee LLP, PO Box 3001, Malvern PA 19355-0701
 518139111 +Amex, Correspondence/Bankruptcy, Po Box 981540, El Paso, TX 79998-1540
 518245997 Capital One, N.A., c/o Becket and Lee LLP, PO Box 3001, Malvern PA 19355-0701
 518215401 +Chase Bank USA, N.A., c/o National Bankruptcy Services, LLC, P.O. Box 9013, Addison Texas 75001-9013
 518139114 +Chase Card Services, Attn: Bankruptcy, Po Box 15298, Wilmington, DE 19850-5298
 518139115 Citi/Sears, c/o Capital Management Services, 69872 South Ogden Street, Buffalo, NY 14206
 518279961 +Citibank, N.A., 701 East 60th Street North, Sioux Falls, SD 57104-0493
 518139116 +Citibank/The Home Depot, Attn: Recovery/Centralized Bankruptcy, Po Box 790034, St Louis, MO 63179-0034
 518139117 +Discover Financial, c/o Pressler Felt & Warshaw, 7 Entin Road, Parsippany, NJ 07054-5020
 518144660 ++FORD MOTOR CREDIT COMPANY, P O BOX 62180, COLORADO SPRINGS CO 80962-2180
 (address filed with court: FORD MOTOR CREDIT COMPANY LLC, DEPT. 55953, PO BOX 55000, DETROIT, MI. 48255-0953)
 518139118 +Ford Motor Credit, P.O. Box 105704, Atlanta, GA 30348-5704
 518224698 +Marcia A. Holz, c/o Evan Yablonsky, Esq., Bressler, Amery & Ross, P.C., 325 Columbia Turnpike, Florham Park, NJ 07932-1235
 518139120 +Marcia Ann Holz, 992 Valley Road, Franklin Lakes, NJ 07417-1716
 518139121 +PNC Bank, Attn: Bankruptcy Department, Po Box 94982: Ms: Br-Yb58-01-5, Cleveland, OH 44101-4982
 518280690 +PNC Bank, N.A., PO Box 94982, Cleveland, OH 44101-4982
 518139122 +Pnc Mortgage, Attn: Bankruptcy, 3232 Newmark Drive, Miamisburg, OH 45342-5433
 518364346 Resurgent Capital Services as agent for Via Novus, Resurgent Capital Services, PO Box 10587, Greenville, SC 29603-0587
 518440455 +Specialized Loan Servicing LLC, 8742 Lucent Blvd, Suite 300, Highlands Ranch, Colorado 80129-2386
 518139123 +Sunrise Credit Services, Inc., Attn: Bankruptcy, 260 Airport Plaza, Farmingdale, NY 11735-4021
 518139125 +Target, Attn: Bankruptcy, Po Box 9475, Minneapolis, MN 55440-9475
 518263910 Wells Fargo Bank, N.A., Wells Fargo Bank, N.A., Default Document Processing, MAC# N9286-01Y, 1000 Blue Gentian Road, Eagan MN 55121-7700
 518139126 +Wells Fargo Home Mortgage, c/o Phelan Hallinan Diamond & Jones, P.C, 1617 JFK Boulevard, Suite 1400, Philadelphia, PA 19103-1814

Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center.
 smg E-mail/Text: usanj.njbankr@usdoj.gov Oct 26 2019 01:19:13 U.S. Attorney, 970 Broad St., Room 502, Rodino Federal Bldg., Newark, NJ 07102-2534

smg +E-mail/Text: ustpreion03.ne.ecf@usdoj.gov Oct 26 2019 01:19:10 United States Trustee, Office of the United States Trustee, 1085 Raymond Blvd., One Newark Center, Suite 2100, Newark, NJ 07102-5235

cr +E-mail/PDF: gecsedirecoverycorp.com Oct 26 2019 01:33:58 Synchrony Bank, c/o PRA Receivables Management, LLC, POB 41021, Norfolk, VA 23541-1021

518166428 E-mail/Text: mrdiscen@discover.com Oct 26 2019 01:18:13 Discover Bank, Discover Products Inc, PO Box 3025, New Albany, OH 43054-3025

518139119 +E-mail/Text: bncnotices@becket-lee.com Oct 26 2019 01:18:21 Kohls/Capital One, Kohls Credit, Po Box 3120, Milwaukee, WI 53201-3120

518231602 E-mail/Text: bnc-quantum@quantum3group.com Oct 26 2019 01:19:02 Quantum3 Group LLC as agent for, Crown Asset Management LLC, PO Box 788, Kirkland, WA 98083-0788

518142097 +E-mail/PDF: gecsedirecoverycorp.com Oct 26 2019 01:33:58 Synchrony Bank, c/o of PRA Receivables Management, LLC, PO Box 41021, Norfolk, VA 23541-1021

518139124 +E-mail/PDF: gecsedirecoverycorp.com Oct 26 2019 01:33:57 Synchrony Bank/Lowes, Attn: Bankruptcy, Po Box 965060, Orlando, FL 32896-5060

518271495 +E-mail/Text: bncmail@w-legal.com Oct 26 2019 01:19:24 TD Bank USA, N.A., C O WEINSTEIN & RILEY, PS, 2001 WESTERN AVENUE, STE 400, SEATTLE, WA 98121-3132

518266474 +E-mail/PDF: EBN_AIS@AMERICANINFOSOURCE.COM Oct 26 2019 01:35:07 Verizon, by American InfoSource as agent, 4515 N Santa Fe Ave, Oklahoma City, OK 73118-7901

TOTAL: 10

***** BYPASSED RECIPIENTS (undeliverable, * duplicate) *****

518139112* +Amex, Correspondence/Bankruptcy, Po Box 981540, El Paso, TX 79998-1540
 518139113* +Amex, Correspondence/Bankruptcy, Po Box 981540, El Paso, TX 79998-1540
 518280896* +PNC Bank, N.A., P.O. Box 94982, Cleveland, OH 44101-4982
 518440456* +Specialized Loan Servicing LLC, 8742 Lucent Blvd, Suite 300, Highlands Ranch, Colorado 80129-2386

TOTALS: 0, * 4, ## 0

District/off: 0312-2

User: admin
Form ID: pdf901

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Total Noticed: 36

Date Rcvd: Oct 25, 2019

***** BYPASSED RECIPIENTS (continued) *****

Addresses marked '+' were corrected by inserting the ZIP or replacing an incorrect ZIP.
USPS regulations require that automation-compatible mail display the correct ZIP.

Transmission times for electronic delivery are Eastern Time zone.

Addresses marked '++' were redirected to the recipient's preferred mailing address
pursuant to 11 U.S.C. 342(f)/Fed.R.Bank.PR.2002(g)(4).

I, Joseph Speetjens, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.

Meeting of Creditor Notices only (Official Form 309): Pursuant to Fed. R. Bank. P. 2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.

Date: Oct 27, 2019

Signature: /s/Joseph Speetjens

CM/ECF NOTICE OF ELECTRONIC FILING

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on October 24, 2019 at the address(es) listed below:

Denise E. Carlon on behalf of Creditor PNC BANK, NATIONAL ASSOCIATION dcarlon@kmlawgroup.com,
bkgroup@kmlawgroup.com
Evan Yablonsky on behalf of Creditor Marcia A. Holz eyablonsky@bressler.com,
dgarcia@bressler.com
John R. Morton, Jr. on behalf of Creditor Ford Motor Credit Company LLC, servicer for CAB
EAST LLC ecfmail@mortoncraig.com, mortoncraigecf@gmail.com
Kevin Gordon McDonald on behalf of Creditor PNC BANK, NATIONAL ASSOCIATION
kmcDonald@kmlawgroup.com, bkgroup@kmlawgroup.com
Leonard R Boyer on behalf of Joint Debtor Alice Mary Semtak lrbnjcsq@gmail.com,
mcordova48890@aol.com;r.lr73573@notify.bestcase.com;aocasio768@aol.com
Leonard R Boyer on behalf of Debtor Felix Semtak lrbnjcsq@gmail.com,
mcordova48890@aol.com;r.lr73573@notify.bestcase.com;aocasio768@aol.com
Marie-Ann Greenberg magecf@magtrustee.com
Nicholas V. Rogers on behalf of Creditor WELLS FARGO BANK, N.A. nj.bkecf@fedphe.com
Robert Davidow on behalf of Creditor WELLS FARGO BANK, N.A. nj.bkecf@fedphe.com
U.S. Trustee USTPRegion03.NE.ECF@usdoj.gov

TOTAL: 10